



Sean Rogan  
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

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Commissioners

October 18, 2016

The Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

2-D October 18, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

**AWARD A TWO-YEAR CONTRACT FOR ASSESSMENT OF FAIR HOUSING CONSULTING  
SERVICES  
(ALL DISTRICTS) (3 VOTE)**

**SUBJECT**

This letter recommends approval of a two-year Contract, in the amount of \$150,000, with Western Economic Services, LLC (hereinafter, "Contractor"), for consulting services to provide an assessment of fair housing to the Community Development Commission (Commission).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that approval of the Contract for assessment of fair housing consulting services is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action will not have the potential for causing a significant effect on the environment.
2. Approve and authorize the Executive Director, or his designee, to execute, amend, and, if necessary, terminate a two-year contract for assessment of fair housing consulting services with Western Economic Services, LLC, using up to \$150,000 in Community Development Block Grant (CDBG) administrative funds allocated for the 2016-2017 Program Year by the U.S. Department of Housing and Urban Development (HUD), and other funds included in the Commission's approved Fiscal Year (FY) 2016-2017 budget for this purpose.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Contractor will provide consulting services for an assessment of fair housing as required by HUD as specified in 24 Code of Federal Regulations (CFR) Parts 5, 91, 92, et al., Affirmatively

Furthering Fair Housing; Final Rule.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund. The Contract will be funded with \$75,000 included in the Commission's approved FY 2016-2017 budget and \$75,000 in the Housing Authority's approved FY 2016-2017 budget. Costs will be shared equally between the Commission and Housing Authority. An Acknowledgement of Collaboration will be executed between the Commission and Housing Authority, as required by HUD.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Commission administers the CDBG Urban County, the Home Investment Partnerships (HOME), and other HUD and locally-funded programs on behalf of the County of Los Angeles, including the Housing Authority of the County of Los Angeles. The programs operate within the unincorporated areas of the County and participating cities. As a recipient of federal funds, the Commission is responsible for conducting an Assessment of Fair Housing (AFH) as required by HUD as specified in 24 CFR Parts 5, 91, 92, et al. Affirmatively Furthering Fair Housing; Final Rule. The AFH planning process is designed to help communities analyze challenges to fair housing choice and establish their own goals and priorities to address the fair housing barriers in their community.

Services to be provided under the Contract include, but are not limited to: 1) Project Scheduling, Technical Consultation, and Support throughout the Development of the AFH Plan; 2) Community Participation and Consultation; 3) AFH Development; 4) AFH Plan Executive Summary; 5) AFH Plan Format and Presentation; 6) AFH Presentation of AFH Key Findings; and 7) Other Fair Housing Consulting Services as required by HUD.

The services are being federally funded, and are subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles.

The attached sample Contract is being presented in substantially final form, and will be effective following approval as to form by County Counsel and execution by all parties.

### **ENVIRONMENTAL DOCUMENTATION**

This action is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 CFR Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. This action is also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

### **CONTRACTING PROCESS**

On May 2, 2016, the Commission issued a Request for Proposals (RFP) to solicit proposals to provide an assessment of fair housing consulting services. Announcements of the RFP's availability were posted on the Commission's and the County Office of Small Business website (WebVen) for 30 days. By the deadline of June 2, 2016, six (6) firms submitted proposals. Of the six (6) firms, two (2)

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were disqualified for not meeting the minimum requirements stated in the solicitation package. The four (4) remaining firms were JQUAD Planning Group, LLC, Lawyers' Committee for Civil Rights Under Law, TDA Consulting, Inc., and Western Economic Services, LLC. Western Economic Services, LLC was selected as the firm most qualified to provide assessment of fair housing consulting services for the Commission.

The Summary of Outreach Activities is provided in Attachment A.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This Contract will ensure that the County complies with applicable federal and state fair housing laws and regulations.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN

Executive Director

SR:SS:rw

Enclosures

## **Attachment A**

### **Summary of Outreach Activities**

On May 2, 2016, the following outreach was initiated to identify firms to provide assessment of fair housing consulting services to ensure an adequate numbers of proposals were received.

#### **A. RFP Advertising**

The announcement was also posted on the Commission's procurement and County Office of Small Business (WebVen) websites for thirty days.

#### **B. Distribution of the RFP**

A total of approximately 800 firms were notified through the Commission's online solicitation system and 895 firms through the County's WebVen website. Fifty-six firms downloaded a copy of the solicitation package.

#### **C. RFP Results**

By the deadline of June 2, 2016, proposals were received from six (6) firms, two (2) of which was disqualified for not meeting the minimum requirements. The remaining proposals were evaluated, and based on the RFP requirements and rating process, Western Economic Services, LLC was selected as the firm most qualified to provide assessment of fair housing consulting services for the Commission.

#### **D. Minority/Women Participation**

Firm Name	Ownership	Employees	
Selected Firm			
Western Economic Services, LLC	Non-Minority	9	Total
		4	Minority
		5	Female
		44%	Minority
		55%	Female

<b>Firms Not Selected</b>	<b>Ownership</b>	<b>Employees</b>	
JQUAD Planning Group, LLC	Minority	10	Total
		9	Minority
		7	Female
		90%	Minority
		70%	Female
Lawyers' Committee for Civil Rights Under Law	Non-Minority	48	Total
		29	Minority
		29	Female
		60%	Minority
		60%	Female
TDA Consulting, Inc.	Minority/Women	22	Total
		7	Minority
		13	Female
		32%	Minority
		59%	Female

The Commission encourages the participation of minorities and women in the Contract award process including: providing information about the Commission at local and national conferences; conducting seminars for minorities and women regarding the Commission's programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations which represent minorities and women. The above information has been voluntarily provided by the above firms.

The recommendation to award the Contract for Assessment of Fair Housing Consulting Services to the selected Contractor is being made in accordance with federal regulations, and without regard to race, creed, color, gender, or sexual orientation.

## **CONTRACT FOR ASSESSMENT OF FAIR HOUSING CONSULTING SERVICES**

This Contract is made and entered into this \_\_\_\_ day of November 2016, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission," and Western Economic Services, LLC, hereinafter referred to as "Contractor."

### **RECITAL**

#### **1. PURPOSE**

The Contractor is in the business of providing needed Assessment of Fair Housing Consulting services. On May 31, 2016, in response to the Commission's Request for Proposals, the Contractor submitted a bid to furnish the hereinafter-described Assessment of Fair Housing Consulting services to the Commission.

### **TERMS AND CONDITIONS**

#### **2. TERM**

This Contract shall commence on as of the day and year first above written, and shall remain in full force and effect for twenty four (24) months until November \_\_\_\_, 2018, unless sooner terminated as provided herein.

#### **3. CONTRACTOR'S RESPONSIBILITIES**

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Statement of Work, Attachment A.

#### **4. COMPENSATION**

- A. The Contractor shall submit to the Commission on the 1<sup>st</sup> day of each month an invoice on a form approved by the Commission for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with the negotiated fee. The yearly amount of compensation under this Contract shall not exceed \$150,000 and the total amount of compensation under this Contract will not exceed \$150,000, which shall include all related expenses.
- B. The Contractor shall be paid in accordance with the Commission's standard accounts payable system.
- C. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever

incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Commission's express prior written approval.

- D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Commission at the address herein provided in Section 40, Notices in this Contract.
- E. The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

## **5. SOURCE AND APPROPRIATION OF FUNDS**

The Commission's obligation is payable from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and other local funds, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

## **6. TERMINATION FOR IMPROPER CONSIDERATION**

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## **7. ASSIGNMENT BY CONTRACTOR**

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.



## **8. CONFIDENTIALITY OF REPORTS**

The Contractor shall keep confidential all reports, information, and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation, or entity without the prior written consent of the Commission.

## **9. SUBCONTRACTING**

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

## **10. INSURANCE**

Without limiting the Contractor's duties to indemnify and defend as provided in this Contract, the Contractor shall procure and maintain, at the Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide. The Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Contractor shall provide the Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and all deductible amounts must be provided in advance to the Commission for its approval. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, the Contractor agrees that it will defend, indemnify and hold harmless the Commission, Housing Authority of the County of Los Angeles ("Housing Authority"), County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full

coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. The Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. The Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which the Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

Western Economic Services, LLC

The insurance policies set forth herein shall be primary insurance and non-contributory with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of the Contractor, and/or any entities with which the Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

When Contractor, or any entity with which the Contractor contracts, is naming the Commission as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in the Commission's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by the Contractor and any entity with which the Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

General Aggregate .....	\$2,000,000
Products/Completed Operations Aggregate .....	\$2,000,000
Personal and Advertising Injury .....	\$1,000,000
Each Occurrence.....	\$1,000,000

The Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for the Contractor's work on such policy.

This policy shall also include coverage for explosion, collapse, and underground ("XCU") property damage liability.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident.....	\$1,000,000
Disease-policy limit.....	\$1,000,000
Disease-each employee.....	\$1,000,000

- D. PROFESSIONAL LIABILITY INSURANCE appropriate to the professional's profession in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate. Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If the Contractor is not providing professional services, then it is the responsibility of the Contractor to obtain separate written approval from the Commission to eliminate this professional liability insurance requirement.

The Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

#### **11. INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the Contractor's acts, errors, or omissions, except to the extent caused by the sole negligence or willful misconduct of the Commission, Housing Authority, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. The Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

#### **12. COMMISSION'S QUALITY ASSURANCE PLAN**

The Commission will evaluate The Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing The Contractor's compliance with all contract terms and performance standards. The Contractor's deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and The Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

#### **13. TERMINATION FOR CONVENIENCE**

The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to The Contractor. In the event of such termination, The Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such

termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

#### **14. TERMINATION FOR CAUSE**

This Contract may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C, or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon The Contractor by the Commission. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

**15. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by the Commission Child Support Compliance Program and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 United States Code (USC) Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO THE COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Commission under any other provision of this contract, failure of The Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the Commission may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of The Contractor, pursuant to the Commission Policy.

**17. POST MOST WANTED DELINQUENT PARENTS LIST**

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's and the Commission's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The CSSD will supply the Contractor with the poster to be used.

**18. INDEPENDENT CONTRACTOR**

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee, or joint venture between the Commission and the Contractor.

**19. EMPLOYEES OF THE CONTRACTOR**

*Workers' Compensation:* The Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. The Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

*Professional Conduct:* The Commission does not and will not condone any acts, gestures, comments, or conduct from the Contractor's employees, agents, or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees, or agents of the Commission against any and all the Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents, or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

**20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

**21. SAFETY STANDARDS AND ACCIDENT PREVENTION**

The Contractor shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

**22. COMPLIANCE WITH LAWS**

The Contractor agrees to be bound by all applicable federal, state, and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by

the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training, and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

**23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

**26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)**

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure



that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM**

- A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**28. FEDERAL LOBBYIST REQUIREMENTS**

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan, or cooperative Contract, and any extension, continuation, renewal, amendment, or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

### **30. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

### **31. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five (5) years but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may recommend that the Board of Commissioners debar a contractor, consultant, vendor, or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's

representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, recommend that the Board of Commissioners reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors, and operating agencies.

### **32. COMPLIANCE WITH JURY SERVICE PROGRAM**

- A. Unless the Contractor has demonstrated to the Commission satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program or that the Contractor qualifies for an exception to the Jury Service Program, The Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the Commission, Housing Authority, or County, or a subcontract with a Commission, Housing Authority, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission, Housing Authority, or County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission or County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and The Contractor shall immediately notify the Commission if The Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the Commission's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of

future Commission, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

**33. ACCESS AND RETENTION OF RECORDS**

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five (5) years after the Commission pays final payment and other pending matters are closed under this Contract.

**34. CONFLICT OF INTEREST**

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract, or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business, or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

**35. SEVERABILITY**

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**36. INTERPRETATION**

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

**37. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

**38. PATENT RIGHTS**

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

**39. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

**40. NOTICES**

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission:        Scott Stevenson, Director  
                                 Community Development Commission  
                                 Community Development Division-Grants Management Unit  
                                 700 W. Main Street  
                                 Alhambra, CA 91801

The Contractor:        Robert M. Gaudin, Director of Research and Planning  
                                 Western Economic Services, LLC  
                                 212 SE 18<sup>th</sup> Ave  
                                 Portland, OR 97214

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by the U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

**41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**42. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission Contractors to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

**43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring the Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission contractors that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

**44. THIS SECTION LEFT INTENTIONALLY BLANK**

**45. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals and businesses that benefit financially from the Commission through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor



warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

**46. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

**47. THIS SECTION LEFT INTENTIONALLY BLANK**

**48. AUTHORIZATION WARRANTY**

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

**49. THIS SECTION LEFT INTENTIONALLY BLANK**

**50. CONTRACTOR'S COMPLIANCE WITH THE HOUSING AUTHORITY'S SMOKE FREE POLICY AT ALL HOUSING DEVELOPMENT PROPERTIES (Housing Authority Contract Only)**

The Contractor represents that it will comply with the Housing Authority's policy strictly prohibiting smoking on all Housing Authority housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130<sup>th</sup> Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 20 feet away from a Housing Authority building and is clearly labeled as a "**Smoking Designated Area.**" The Contractor acknowledges and understands that the Housing Authority's smoke free policy applies to all residents, guests, visitors, vendors, contractors, and staff.

**51. TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

**52. ENTIRE CONTRACT**

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Required Contract Forms
- C. Required Contract Notices

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## SIGNATURES

IN WITNESS WHEREOF, the Commission and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

COMMUNITY DEVELOPMENT  
COMMISSION  
OF THE COUNTY OF LOS ANGELES

WESTERN ECONOMIC SERVICES, LLC

By \_\_\_\_\_

Sean Rogan  
Executive Director

By \_\_\_\_\_

Robert M. Gaudin  
Director of Research and Planning

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

APPROVED AS TO PROGRAM:  
COMMUNITY DEVELOPMENT DIVISION

By \_\_\_\_\_

Behnaz Tashakorian  
Senior Deputy County Counsel

By \_\_\_\_\_

Scott Stevenson  
Director

# **ATTACHMENT A**

## **ATTACHMENT A STATEMENT OF WORK (SOW)**

### **1.0 SCOPE OF WORK**

The Community Development Commission of the County of Los Angeles (Commission) is the County's community development agency. The Commission helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission maintains many administrative buildings and 70 housing developments that include over 3,258 residential units within the County of Los Angeles.

Beginning in 1995, Community Development Block Grant (CDBG) entitlement jurisdictions, including the Los Angeles Urban County, were required by the U.S. Department of Housing and Urban Development (HUD) to submit a Consolidated Plan, including a fair housing assessment called the Analysis of Impediments to Fair Housing Choice (AI). HUD has recently issued a new Final Rule entitled, "Affirmatively Furthering Fair Housing (AFFH)."

The Commission is seeking a contractor that has expertise in fair housing and other associated issues to develop the Assessment of Fair Housing Plan (hereinafter, AFH Plan) for the County of Los Angeles. The Contractor will work with the Commission to develop a joint AFH Plan between the Commission and the Housing Authority of the County of Los Angeles (Housing Authority).

The Los Angeles Urban County includes the unincorporated county areas and 47 participating cities, and the Housing Authority includes various cities in which housing assistance is provided (See Exhibit 2 to this SOW). The AFH Plan must also include the region as part of the assessment. Please refer to the AFFH Final Rule for a description of how the region is defined.

### **2.0 GENERAL REQUIREMENTS**

- 2.1 The Contractor shall have at least five (5) years of experience in the preparation of the HUD Analysis of Impediment (AI) studies, Fair Housing and Equity Assessments (FHEA), Regional AIs, or other closely related documents.
- 2.2 The Contractor shall provide a Project Manager assigned to the Contract with at least five (5) years of experience in preparing AIs or work related to the requirements in this SOW.
- 2.3 The Contractor shall provide lead personnel that can communicate in English.

### **3.0 SPECIFIC WORK REQUIREMENTS**

#### **3.1 Task 1: Project Scheduling, Technical Consultation, and Support throughout the Development of the AFH Plan**

3.1.1 The Contractor shall prepare a timeline/schedule of performance that will encompass all phases of the AFH Plan development including research, outreach, development, and the submission and approval processes. This schedule shall include the minimum, but not limited to, the following elements:

- 3.1.1.1 A pre-development meeting to introduce staff, review the contract, establish responsibilities, and coordinate contract start-up;
- 3.1.1.2 Monthly meetings with Commission staff during the first three (3) months of AFH Plan development to discuss, coordinate, and oversee the initial stages of the project;
- 3.1.1.3 Two (2) meetings per month with Commission staff during the last two (2) months of the AFH Plan development to coordinate and oversee the final phases of the project;
- 3.1.1.4 A listing of seven (7) community meetings to be held at the front end of the AFH Plan process to obtain community input and comment relative to fair housing issues and contributing factors;
- 3.1.1.5 The establishment of target dates for preliminary, rough, and final draft AFH Plan product submissions;
- 3.1.1.6 Projected dates for final AFH Plan document review by staff and the Executive Management, as well as public review and comment and final Board Office review and approval;
- 3.1.1.7 The schedule must be developed to account for a final deadline of nine months after the contract is executed to submit the final AFH Plan to the Commission;
- 3.1.1.8 The Contractor shall include in the schedule of performance the submission of monthly progress reports that describe work completed and work yet to be completed per the schedule of performance; and
- 3.1.1.9 The Contractor shall include in the schedule one (1) presentation to Commission, Housing Authority, and/or Board of Supervisor staff to be held at the Commission to present the key findings from the AFH Plan, including fair housing goals and priorities.

## **3.2 Task 2: Community Participation and Consultation**

3.2.1 The Contractor shall develop, and submit for approval to Commission staff, a community outreach and consultation strategy to meet the AFFH Final Rule requirements, including a description of the outreach methods to be employed, presentation materials (both written and electronic), meeting formats, public noticing, and venue location.

3.2.2 The Contractor shall, as part of the community and outreach strategy, consult with public and private housing organizations. At a minimum, the Contractor shall consult with the following types of organizations:

- State or local fair housing agencies and organizations, including fair housing advocacy organizations, such as fair housing assistance program (FHAP) and fair housing initiative program (FHIP recipients);
- Public and private housing providers, state housing coalitions and affordable housing advocates, affordable housing developers, and community-based development organizations;
- Tenant organizations, including resident management corporations, resident councils, assisted housing resident organizations, and advocates;
- Community-based organizations that represent protected class populations, including civil rights advocacy organizations (for example, disability advocacy organizations, such as independent living centers, state protection and advocacy organizations, and local or regional chapters of national organizations representing the interests of individuals with various disabilities, such as individuals who are deaf or blind);
- Faith-based organizations;
- Public or private agencies that provide social services, including those focusing on services to low-income populations, children, elderly persons, persons with disabilities, and homeless persons;
- Adjacent governments regarding priority non-housing community development needs and local government agencies with metropolitan-wide planning responsibilities regarding problems and solutions that go beyond a single jurisdiction (e.g. transportation, employment);
- Organizations relevant to the opportunity analysis, for example local school district leadership or parent groups or environmental justice groups;

- Philanthropic organizations;
  - State and local universities;
  - The Resident Advisory Board for the Housing Authority operating in the jurisdiction and region;
  - Realtors, property management companies, and lenders;
  - Local Public Housing Authorities or other affordable housing providers, such as Low-Income Housing Tax Credit agencies, concerning fair housing needs, planned programs, and activities;
  - Local developers, housing providers, and architects including Southern California Association of NonProfit Housing members, Los Angeles Homeless Services Authority, Shelter Partnership, Housing Rights Center, Fair Housing Foundation, California Partnership Corporation, Enterprise Community Partners; and
  - Disability Rights Advocates including, but not limited to: AIDS Project Los Angeles, Braille Institute of America, Communities Actively Living Independent and Free, Disability Rights California, Disabled Resources, Inc., Greater Los Angeles Association of the Deaf, Independent Living Center of Southern California, Service Center for Independent Living, and Westside Center for Independent Living.
- 3.2.3 The Contractor shall implement the community outreach and consultation strategy plan upon approval by Commission staff. The Contractor shall be responsible for venue setup and teardown.
- 3.2.4 The Contractor shall be responsible for planning and conducting all community meetings in 3.2.6 and 3.2.7.
- 3.2.5 The Contractor shall submit a description, including agendas, resource materials, presentations, and written materials for each community meeting 15 days prior to the meeting date.
- 3.2.6 The Contractor shall submit a schedule of five (5) community meetings, including dates, times, locations, and presenters, to be held in each Supervisorial District at least 30 days prior to the first scheduled meeting. The Contractor shall utilize existing County facilities for these meetings.
- 3.2.7 The Contractor shall submit a schedule of two (2) community meetings to be held with the Resident Advisory Boards of the Housing Authority at least 30 days prior to the first scheduled meeting. The Contractor shall utilize existing County facilities for these meetings.
- 3.2.8 The Contractor shall document the results of each meeting including meeting minutes, comment sheets, and other records; and prepare meeting summaries, conclusions, and recommendations for inclusion in the AFH Plan.



- 3.2.9 The Contractor shall implement, upon approval by Commission staff, additional outreach and citizen participation and consultation methods that they propose to meet the requirements of the AFFH Final Rule.

### **3.3 Task 3: AFH Plan Development**

- 3.3.1 The Contractor shall develop the AFH Plan using the most updated Assessment Tool issued by HUD to comply with all requirements set forth in the AFFH Final Rule and any subsequent guidance provided by HUD. At a minimum, the AFH Plan developed by the Contractor shall include the following elements:

- Summary of fair housing issues and capacity;
- Analysis of data;
- Assessment of fair housing issues;
- Identification of fair housing priorities and goals;
- Strategies and actions;
- Summary of community participation; and
- Review of progress achieved since submission of the prior AI.

- 3.3.1.1 The Contractor shall use the 2011 AI to assess past fair housing impediments and determine if they are still relevant fair housing issues or contributing factors as defined by the AFFH Final Rule and/or HUD guidance.

- 3.3.1.1.1 The Contractor shall evaluate the issues and contributing factors for potential inclusion in the AFH Plan, taking into consideration that: (a) some conditions and identified impediments may no longer be relevant; (b) others may have been partially mitigated by programs initiated by the Commission; (c) still others may not have been adequately addressed; and (d) some may have grown to proportions of concern.

- 3.3.1.1.2 The Contractor shall develop a written evaluation for Commission consideration that indicates which fair housing issues and contributing factors from the AI are recommended for inclusion in the AFH Plan, including any research areas outlined in Exhibit 3.

- 3.3.1.2 The Contractor shall review the fair housing goals and strategies, including milestones, activities, timetable, and objectives identified in the Commission's 2013-2018 Consolidated Plan for the Los Angeles Urban County.

- 3.3.1.2.1 The Contractor shall review the services and programs provided by the Commission and

- Housing Authority to address fair housing and mitigate fair housing issues;
- 3.3.1.2.2 The Contractor shall assess the performance and accomplishments achieved by these services and programs since the Consolidated Plan was established;
- 3.3.1.2.3 The Contractor shall prepare a written summary assessment of the conclusions reached and what recommendations are suggested for future enhancements, if needed, to achieve the stated goals; and
- 3.3.1.2.4 The Contractor shall incorporate the findings, accomplishments, and recommendations via actions to address fair housing issues identified in the AFH Plan.
- 3.3.1.3 The Contractor shall examine relevant public policies/practices regarding zoning, health, safety, and building codes and ordinances, etc., and identify impacts, if any, of said policies and practices on the achievement of fair housing choices by using the Survey of Zoning and Planning Codes, Policies, Practice for all 47 participating cities as included in Exhibit 4 as well as local adjacent jurisdictions.
- 3.3.1.4 The Contractor shall consider the list of areas of research in Exhibit 3 in developing the AFH Plan. In the interest of exploring a broad range of potential contributing factors that may affect fair housing issues, the Commission has developed this list of areas of research. While it is understood that some areas may be more important than others and that extensive research in all the areas may be prohibitive based on available time and funding, the Commission desires that as many as possible of the most relevant research areas, based on current conditions, be studied and addressed in the final AFH Plan.

#### **3.4 Task 4: AFH Plan Executive Summary**

- 3.4.1 The Contractor shall prepare an Executive Summary for inclusion in the AFH Plan. The Executive Summary shall include all items required under the AFFH Final Rule and indicated in the HUD AFH Assessment Tool, including, but not limited to, the following:
  - 3.4.1.1 The conclusions and recommendations drawn from the 2011 AI study and applied in the development of the updated AFH Plan;

- 3.4.1.2 A brief analysis of the Commission's present fair housing strategies and the progress achieved to date;
- 3.4.1.3 An overview of the input, comments, conclusions, and recommendations reached from the citizen participation and consultation processes;
- 3.4.1.4 A discussion of the overall findings and conclusions reached in the AFH Plan, as well as listing of the identified fair housing issues, contributing factors, and the recommended corrective actions and goals; and
- 3.4.1.5 An overview of the process and analysis used to reach the goals.

### **3.5 Task 5: AFH Plan Format and Presentation**

- 3.5.1 The Contractor shall use HUD's AFH Assessment Tool via its User Interface/Online Portal to complete and format the document, inclusive of any revisions requested by HUD.
- 3.5.2 The Contractor shall develop the document so that it contains, as needed, graphs, charts, matrices, pictures, maps, tables or graphics to clearly convey the findings, conclusions and recommendations of the study.
- 3.5.3 The Contractor shall use HUD's maps and data to complete all elements of the AFH Plan. However, if HUD's maps and data do not accurately represent the jurisdiction or region, the Contractor shall provide supplemental maps, data or local knowledge as necessary.
- 3.5.4 The Contractor shall provide ten (10) bound copies of the final AFH Plan, inclusive of any revisions requested by HUD, as well as a master copy of the document in Microsoft Word format and in Adobe Portable Document Format (PDF). The Contractor shall submit the final AFH Plan, inclusive of any revisions requested by HUD, to HUD through its User Interface/Online Portal.
- 3.5.5 The Contractor shall submit the final AFH plan within nine (9) months of the executed contract. If HUD requests revisions, the Contractor shall submit the revised plan within one month of the request for revisions.

### **3.6 Task 6: Presentation of AFH Key findings**

The Contractor shall prepare one oral (1) presentation using Microsoft PowerPoint or another presentation software with handouts relative to AFH Plan key findings, including fair housing goals and priorities and deliver it to Commission, Housing Authority and/or Board of Supervisor staff at the Commission Headquarters, 700 W. Main Street, Alhambra, CA 91801.

### **3.7 Other Fair Housing Consulting Services**

The Contractor shall provide additional consulting services related to the AFH Plan on as needed basis by making available the Project Manager or Principal responsible for development of AFH Plan to meet with Commission, Housing Authority, and/or Board of Supervisor staff. This includes making any revisions to the AFH Plan, as requested by HUD.

## **4.0 RESPONSIBILITIES**

The Commission and the Contractor's responsibilities are as follows:

### **Commission**

#### **4.1 Personnel**

4.1.1 The Commission shall monitor the Contractor's performance in the daily operation of this Contract.

4.1.2 The Commission shall provide direction to the Contractor in areas relating to policy, information, and procedural requirements.

4.1.3 The Commission shall prepare amendments to the Contract in accordance with the Contract.

#### **4.2 Furnished Items**

4.2.1 The Commission shall provide the Contractor with any current Commission, County, and Housing Authority studies, reports, or data applicable to developing the AFH Plan.

### **Contractor**

#### **4.3 Project Manager**

4.3.1 The Contractor shall provide a full-time Project Manager with five (5) years of experience in managing projects of similar size and scope as contained in this SOW.

4.3.2 The Contractor's Project Manager shall act as a central point of contact with the Commission, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

4.3.3 The Contractor shall provide a telephone number where the Project Manager may be reached between the hours of 8:00 a.m. – 6:00 p.m. Pacific Standard Time (PST), Monday through Friday.

4.3.4 The Contractor's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

#### **4.4 Personnel**

4.4.1 The Contractor shall assign a sufficient number of employees to perform the required work. At least one (1) employee shall be authorized to act for the Contractor in every detail and must be able to communicate effectively.

#### **4.5 Identification**

4.5.1 The Contractor's employees must wear visible identification when working under the Contract on Commission property. The identification shall be:

- Commission Visitor ID

4.5.2 The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

#### **4.6 Materials and Equipment**

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services, including, but not limited to, audio visual and translation equipment needed at the community meetings. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

#### **4.7 Training**

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

#### **4.8 Contractor's Office**

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one (1) employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

#### **4.9 Periodic Meetings**

Contractor is required to attend a periodically scheduled meeting including the meeting identified under 3.1 of this SOW. Failure to attend will cause an assessment of \$50.00.

## **5.0 HOURS/DAYS OF WORK**

The Commission office hours are from 8:00 a.m. to 5:00 p.m. The Commission offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

## **6.0 QUALITY CONTROL PLAN**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Commission a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Commission for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor; and
  - any corrective action taken,
  - the time a problem was first identified,
  - a clear description of the problem, and
  - and the time elapsed between identification and completed corrective action.
- The record shall be provided to the Commission upon request.

## **7.0 QUALITY ASSURANCE PLAN**

The Commission will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

### **7.1 Performance Requirements Summary (Exhibit 1)**

The Commission shall use a Performance Requirements Summary (PRS) chart, Exhibit 1, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement);
- The method to be used to monitor work performance; and

- The fees/deductions to be assessed for each service that is not satisfactory.

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the Commission will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Commission. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence;
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS;
- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance; and
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Commission to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Commission, shall be credited to the Commission on the Contractor's future invoice.

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This section does not preclude the Commission's right to terminate the contract upon 30 days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

## **7.2 Periodic Performance Reviews**

The Commission will conduct periodic reviews to evaluate the Contractor's performance. This includes reviewing monthly progress review reports submitted by the Contractor.

## **7.3 Contract Deficiency Notice**

The Commission will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be

resolved within a time period mutually agreed upon by the Commission and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Commission will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Commission within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission within ten (10) workdays.

#### **7.4 Commission Observations**

In addition to divisional contracting staff, other Commission personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

### **8.0 ADDITION/DELETION OF SERVICES**

The Commission reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Commission and the Contractor.



**EXHIBIT 1**  
**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>REFERENCE/ REQUIRED SERVICE</b>	<b>STANDARD OF PERFORMANCE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEES TO BE ASSESSED</b>
SOW section 3.1 - Project Scheduling, Technical Consultation, and Support throughout the Development of the Assessment of Fair Housing (AFH) Plan	Work products submitted, including schedule of performance and monthly progress reports and meet SOW requirements.	Review of Work Products	Denial of invoice.
SOW Section 3.2 - Community Participation and Consultation	Meeting deadlines for submission of strategies, conduct of meetings, and meeting documents.	Receipt of materials and conduct of meetings by the appropriate deadlines.	20% reduction in invoice amount.
SOW Section 3.3 - AFH Plan Development	Work products submitted meet AFFH Final Rule and SOW requirements.	Review of Work Products	Denial of invoice.
SOW Section 3.4 - AFH Plan Executive Summary	Work products meet SOW requirements.	Review of Work Products	Denial of invoice.
SOW Section 3.5 - AFH Plan Format and Presentation	Work products submitted meet AFFH Final Rule and SOW requirements.	Review of Work Product	Denial of invoice.
SOW Section 3.6 - AFH Plan Key Findings Presentation to staff	Presentation and any handouts meet SOW requirements.	Review of Presentation, including any Handouts	Denial of invoice.
SOW Section 3.7 - Other Fair Housing Consulting Services	Work products meet SOW requirements.	Review of Work Product	Denial of invoice.

## EXHIBIT 2

### Los Angeles Urban County Program Service Area

This is the service area for the County's Community Development Block Grant and HOME Investment Partnerships Program. The Los Angeles Urban County includes all unincorporated areas of the County and the following Participating Cities:

Agoura Hills	Commerce	La Cañada Flintridge	Monrovia	South El Monte
Arcadia	Covina	La Habra Heights	Rancho Palos Verdes	South Pasadena
Avalon	Cudahy	La Mirada	Rolling Hills Estates	Temple City
Azusa	Culver City	La Puente	San Dimas	Torrance
Bell	Diamond Bar	La Verne	San Fernando	Walnut
Bell Gardens	Duarte	Lawndale	San Gabriel	West Hollywood
Beverly Hills	El Segundo	Lomita	San Marino	Westlake Village
Calabasas	Hawaiian Gardens	Malibu	Santa Fe Springs	
Cerritos	Hermosa Beach	Manhattan Beach	Sierra Madre	
Claremont	Irwindale	Maywood	Signal Hill	

See next page for the areas served by the Housing Authority.

## EXHIBIT 2 CONTINUED

### HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES AREA'S SERVED

The Housing Authority serves the unincorporated areas of Los Angeles County (areas that are not part of a city) and 62 incorporated cities. Renters with a Section 8 Voucher may look for housing within the eligible areas below. Please note: VASH vouchers may also be used in the City of Los Angeles, City of Pasadena, City of Inglewood, and City of Baldwin Park jurisdictions.

REGION (Cities/Unincorporated Areas)
<b>CENTRAL REGION</b>
Alhambra
Arcadia
Arcadia (UI)
Artesia
Athens (UI)
Azusa
Azusa (UI)
Baldwin Hills (UI)
Bassett (UI)
Bell
Bell Gardens
Bellflower
Carson
Carson (UI)
Cerritos
Charter Oak (UI)
City Terrace (UI)
Claremont
Claremont (UI)
City of Commerce
Compton (UI)
Covina
Cudahy
Diamond Bar
Downey
Duarte
East Los Angeles (UI)
El Monte
Florence (UI)
Gardena
Glendora
Glendora (UI)
Hacienda Heights (UI)
Hawthorne (UI)
Huntington Park
Irwindale
La Habra Heights
La Mirada
La Puente
La Verne
La Verne (UI)
Ladera Heights (UI)
Lakewood
Lawndale
Lawndale (UI)
Lennox (UI)
Lynwood
Los Angeles (UI)
Maywood
Montebello

REGION (Cities/Unincorporated Areas)
Monterey Park
Paramount
Rancho Dominguez (UI)
Rosemead
Rowland Heights (UI)
San Dimas
San Gabriel
San Gabriel (UI)
Santa Fe Springs
Sierra Madre
Temple City
Torrance (UI)
Valinda (UI)
Walnut
West Covina
West Covina (UI)
Whittier
Whittier (UI)
Willowbrook (UI)
Windsor Hills/View Park (UI)
<b>COSTAL REGION</b>
Agoura Hills
Agoura (UI)
Avalon (Catalina Island)
Catalina Island (UI)
Cornell (UI)
El Nido (UI)
El Segundo
Hermosa Beach
Lomita
Los Angeles (UI)
Malibu
Malibu Bowl (Malibu)
Malibu Lake (UI)
Manhattan Beach
El Porto (Manhattan Beach)
Marina Del Rey (UI)
Miraleste (UI)
Rancho Palos Verdes
Rolling Hills
Rolling Hills (UI)
Rolling Hills Estates
Signal Hill
Topanga (UI)
<b>VALLEY REGION</b>
Altadena (UI)
Beverly Hills
Bouquet Canyon (UI)
Calabasas
Calabasas Park (Calabasas)
Calabasas Highlands (UI)

REGION (Cities/Unincorporated Areas)
Castaic (UI)
Fernwood (UI)
Forest Park (UI)
Glenview (UI)
La Canada Flintridge
La Crescenta (UI)
Lang (UI)
Los Angeles (UI)
Mint Canyon (UI)
Monte Nido (UI)
Montrose (UI)
San Fernando
San Marino
Santa Clarita
Canyon Country (Santa Clarita)
Newhall (Santa Clarita)
Saugus (Santa Clarita)
Stevenson Ranch (Santa Clarita)
Valencia (Santa Clarita)
South Pasadena
Sulphur Springs (UI)
Universal City (UI)
Val Verde (UI)
West Hollywood
West Lake Village
<b>NORTH COUNTY REGION</b>
Acton (UI)
Antelope Acres (UI)
Agua Dulce (UI)
Elizabeth Lake (UI)
Green Valley (UI)
Lake Hughes (UI)
Lake Los Angeles (UI)
Lancaster
Leona Valley (UI)
Little Rock (UI)
Llano (UI)
Los Angeles (UI)
Palmdale
Palmdale (UI)
Pearblossom (UI)
Pinetree (UI)
Quartz Hill (UI)
Soledad (UI)
Valyermo (UI)
Vasquez Rocks (UI)
Wilsona Gardens (UI)

AH-Areas Served (Revised 03-04-2016)

\* Owners with available units in the City of Los Angeles, City of Pasadena, City of Inglewood, City of Baldwin Park, and Housing Authority of the County of Los Angeles' regular jurisdictions may also participate in the Landlord VIP.

## **EXHIBIT 3**

### **AREAS OF RESEARCH**

#### **A. Suggested Public Sector Areas of Study**

- 1) Assess all participating cities and the County Department of Regional Planning State Housing Elements for compliance as well as to determine if they contribute to any fair housing issues.
- 2) Examine standards that do not meet the accessibility requirements of the Fair Housing Act.
- 3) Investigate the operation of Article 34 of the California Constitution on public housing siting how and/or if it has restricted site selection.
- 4) Evaluate the effectiveness of the referral system in which fair housing complaints and discrimination issues are reviewed and resolved.
- 5) Review the results and accomplishments of Fair Housing Initiative Program (FHIP) Grants.
- 6) Investigate patterns of racial distribution within individual housing projects, and the role of assignment policies in defusing or exacerbating segregation.
- 7) Examine the effect of rent control and rent stabilization laws upon patterns of segregation and incentives for discrimination in all type of rental housing, including mobile home parks.
- 8) Determine the effect of local land use practices upon siting of group homes, and the legality of these practices under current state and federal fair housing laws.

#### **B. Suggested Private Sector Areas of Study**

- 1) Examine housing needs for people with disabilities to determine if the market forces restrict fair housing choice.
- 2) Investigate lending policies and practices – real estate brokerage services (including title company data) to determine: a) the prevalence of sub-prime/predatory lending (steering to prime or sub-prime products based on protected classification); b) the prevalence of financing scams; and c) the prevalence of steering based on protected classification, blockbusting, location and accessibility of agents/offices, etc.
- 3) Investigate institutional practices in the real estate community as they relate to the purchase, sale and rental of dwellings; housing loan/rental application procedures, residential residency requirements or preferences, approval procedure for mortgage loans and home insurance, types of advertising used by the real estate and lending industries, multiple listing services, home appraisal practices and locations of mortgage loan approvals by race.
- 4) Investigate insurance practices redlining; different terms and conditions based on protected classification; requiring more or special insurance of people with disabilities; location of agents and offices, etc.
- 5) Investigate homeowner's associations and identify practices that discriminate against protected groups – refusals to sell or rent; discriminatory rules; NIMBY activism; failure to provide reasonable accommodations or allow modifications, etc.

- 6) Analysis of CRA compliance – affirmative marketing; lack of community reinvestment; need for cooperative programs for rehabilitation or first mortgages; etc.
- 7) Examine available research, or gather information if research does not exist, on lending/renting discrimination against women, gays, the disabled and other protected groups to determine whether discrimination is occurring and recommend actions to overcome it.
- 8) Provide a summary of where families with children are segregated within the County. Examine fair housing complaints, research, advertising and/or case studies to determine the degree in which families with children are experiencing housing discrimination and if there is a link to how they may be segregated.
- 9) Conduct a survey of landlords, residents and the real estate industry to determine their level of knowledge and awareness of fair housing laws and issues.
- 10) Study the results of testing and case studies of incidents or problems of discrimination occurring within the Urban County, including hate crimes, land use practices, occupancy standards, advertising, etc.; discrimination complaints or other data that may evidence achievement of or lack of fair housing choices.
- 11) Examine the accessibility and affordability of rental housing for large families or families with children.
- 12) Identify geographic areas based upon an analysis of demographic data and a historical analysis of past discrimination complaints, that are likely and/or have had a significant number of discrimination complaints.
- 13) Investigate the incidence of racial hate crimes in Los Angeles County, to determine whether crimes are disproportionately concentrated in areas undergoing neighborhood transition or follow other patterns that could be effectively countered by targeted strategies.
- 14) Compare the socioeconomic outcomes of African-Americans, Latinos, and Asians living in integrated versus segregated environments, controlling for persons' backgrounds.
- 15) Examine available research, or gather information if research does not exist, on the success of fair housing law clinics in assisting in education and outreach efforts, as well as enforcement.
- 16) Examine reluctance of renters to complain about discrimination – cultural values; immigration status; fear of the complaint process in itself; or fear of retaliation by the landlord.
- 17) Examine the degree to which most recent Asian immigrants are assimilating and/or being segregated. Also, determine if there are any fair housing impediments that may be influencing how they are assimilating or being segregated.
- 18) Research if people are being discriminated upon in the housing and labor markets, schools, etc. based on their religion or faith (i.e. post 9/11). Since the 9/11 terrorists attacks, the Justice Department has investigated more than 1,000 incidents involving acts of violence, threats, assaults, vandalism and arson targeting diverse religious and ethnic groups, prosecuting dozens of these cases to the fullest extent of the law. Assess the extent that these incidents have occurred in the region and how they may have contributed to fair housing issues.
- 19) Study the impact of re-gentrification (i.e. Caucasians moving back into urban areas) on fair housing choice.

## EXHIBIT 4

### **SURVEY OF ZONING AND PLANNING CODES, POLICIES, AND PRACTICES THAT MAY POSE A FAIR HOUSING ISSUE OR CONTRIBUTING FACTOR**

Name of Jurisdiction: \_\_\_\_\_

Completing Department: \_\_\_\_\_

Completed By: \_\_\_\_\_

Date Completed: \_\_\_\_\_

#### **INTRODUCTION**

As part of the preparation of an Assessment of Fair Housing, which is required for the receipt of certain Federal funds, this survey seeks answers to 24 questions regarding local governmental codes or policies and practices that may result in the creation or perpetuation of one (1) or more fair housing issues or contributing factors. It has a particular focus on land use and zoning regulations, practices, and procedures that can act as barriers to the siting, development, or use of housing for individuals with disabilities. However, it also touches on areas that may affect fair housing choice for families with children or otherwise serve as fair housing issues or contributing factors.

The survey will help with the analysis of the codes and other documents related to land use and zoning decision-making provided by the jurisdiction. Additional information may be sought through interviews with appropriate staff and local developers of housing. In identifying impediments to fair housing choice, the survey looks to distinguish between regulatory impediments based on specific code provisions and practice impediments, which arise from practices or implementing policies used by the jurisdiction.

**QUESTIONS** *[NOTE: For document automation, please enable macros and then double click check boxes to check or uncheck]*

1. Does the code definition of "family" have the effect of discriminating against unrelated individuals with disabilities who reside together in a congregate or group living arrangement?      Yes ☐      No ☐

#### **Background**

Both State and Federal fair housing laws prohibit definitions of family that either intentionally discriminate against people with disabilities or have the effect of excluding such individuals from housing. Fair housing laws, for instance, prohibit definitions of family that limit the development and siting of group homes for individuals with disabilities (but not families similarly sized and situated). Such definitions are prohibited because they could have the effect of denying housing opportunities to those who,

because of their disability, live in a group setting. The failure to modify the definition of family or make an exception for group homes for people with disabilities may also constitute a refusal to make a reasonable accommodation under the Fair Housing Act.

In 1980, the California Supreme Court in the *City of Santa Barbara v. Adamson* struck down the City's ordinance that permitted any number of related people to live in a house in a R1 zone, but limited the number of unrelated people who were allowed to do so to five (5). Under the invalidated Santa Barbara ordinance, a group home for individuals with disabilities that functions like a family could be excluded from the R1 zone solely because the residents are unrelated by blood, marriage, or adoption.

For example, a city may have a definition of 'family' as follows:

"Family" means a householder and one (1) or more other people living in the same household who are *related* to the householder by birth, marriage, or adoption.  
*[emphasis added]*

A definition of family should look to whether the household functions as a cohesive unit instead of distinguishing between related and unrelated persons.

#### **Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer:

2. Does the code definition of "dwelling unit" or "residential unit" have the effect of discriminating against unrelated individuals with disabilities who reside together in a congregate or group living arrangement? Yes ☐ No ☐

#### **Background**

The definition of a "dwelling unit" or "residential unit" may exclude or restrict housing opportunities for individuals with disabilities by mischaracterizing congregate or group living arrangements as "boarding or rooming house" a "hotel" or a "residential care facility." Both State and Federal fair housing laws prohibit definitions of dwelling that either *intentionally* discriminate against people with disabilities or *have the effect* of excluding such individuals from housing. Generally, all dwellings are covered by fair housing laws, with a "dwelling" being defined as "a temporary or permanent dwelling place, abode, or habitation to which one intends to return as distinguished from the place of temporary sojourn or transient visit."

#### **Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer:

3. Does the code or any policy document define "disability," if at all, at least as broadly as the Federal Fair Housing Act? Yes ☐ No ☐

## **Background**

The Federal Fair Housing Act defines disability/handicap as follows:

"Handicap" means, with respect to a person--

- a physical or mental impairment which substantially limits one (1) or more of such person's major life activities;
- a record of having such an impairment; or
- being regarded as having such an impairment, but such term does not include current, illegal use of, or addiction to a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

The term "physical or mental impairment" may include conditions such as blindness, hearing impairment, mobility impairment, HIV infections, AIDS, AIDS Related Complex, mental retardation, chronic alcoholism, drug addiction, chronic fatigue, learning disability, head injury, and mental illness. The term "major life activities" may include walking, talking, hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself.

The California Fair Employment and Housing Act (FEHA) definition is somewhat broader, in that removes the word "substantially." The FEHA definition is:

- A physical or mental impairment that limits one (1) or more of a person's major life activities; and
- A record of having, or being perceived as having a physical or mental impairment. It does not include current illegal use of, or addiction to, a controlled substance (as defined by Section 102 of the Federal Controlled Substance Act, 21 U.S.C. Sec. 802).

## **Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer:

4. Are personal characteristics of residents, including, but not necessarily limited to, disability, considered?      Yes ☐      No ☐

## **Background**

Under the Fair Housing Act, cities may have reasonable restrictions on the maximum number of occupants permitted to occupy a dwelling, however, the restrictions cannot be based on the *characteristics* of the occupants; the restrictions must apply to all people, and are based upon health and safety standards. Similarly, a conditional use permit or variance requirement triggered by the number of people with certain characteristics (such as a disability) who will be living in a particular dwelling is prohibited. Because licensed residential care facilities serve people with disabilities, imposing a conditional use permit or variance requirement on family-like facilities of a certain size and not similarly sized housing for people without disabilities, violates fair housing laws.



According to the Department of Justice (DOJ) and HUD, “group home” does not have a specific legal meaning. In the DOJ and HUD Joint Statement –

“...the term ‘group home’ refers to housing occupied by groups of unrelated individuals with disabilities. Sometimes, but not always, housing is provided by organizations that also offer services for individuals with disabilities living in the group home. Sometimes it is this group home operator, rather than the individuals who live in the home, that interacts with local government in seeking permits and making requests for reasonable accommodations on behalf of those individuals.

“The term ‘group home’ is also sometimes applied to any group of unrelated persons who live together in a dwelling – such as a group of students who voluntarily agree to share the rent on a house. The Act does not generally affect the ability of local governments to regulate housing of this kind, as long as they do not discriminate against residents on the basis of race, color, national origin, religion, sex, handicap (disability) or familial status (families with minor children).

“Local zoning and land use laws that treat groups of unrelated persons with disabilities less favorably than similar groups of unrelated persons without disabilities violate the Fair Housing Act.”\*

\*Joint Statement of the DOJ and HUD, *Group Homes, Local Land Use, and the Fair Housing Act, August 18, 1999, pages 2 and 3.*

#### **Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer:

**5. Does the code limit housing opportunities for disabled individuals through restrictions on the provision of onsite supportive services?**

Yes ☐ No ☐

#### **Background**

Housing for disabled persons, to be sustainable, successful and to allow them to fully use and enjoy the housing, often must incorporate onsite supportive services. Zoning provisions that limit onsite supportive services will, in effect, curtail the development of adequate housing for the disabled. As the joint statement by DOJ and HUD indicates:

“Sometimes, but not always, housing is provided by organizations that also offer services for individuals with disabilities living in the group home.”

\*Joint Statement of the DOJ and HUD, *Group Homes, Local Land Use, and the Fair Housing Act, August 18, 1999, page 2.*

#### **Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer:

6. Does the jurisdiction policy have more restrictive limits for occupancies involving disabled residents than for other occupancies of unrelated, non-disabled persons? Yes ☐ No ☐

**Background**

The Joint Statement of the DOJ and HUD describes this issue as follows:

"A local government may generally restrict the ability of groups of unrelated persons to live together as long as the restrictions are imposed on all such groups. Thus, in the case where a family is defined to include up to six (6) unrelated people, an ordinance would not, on its face, violate the Act if a group home of seven (7) unrelated people with disabilities was not allowed to locate in single-family zoned neighborhood, because a group of seven (7) unrelated people without disabilities would also not be allowed."

\*Joint Statement of the DOJ and HUD, *Group Homes, Local Land Use, and the Fair Housing Act, August 18, 1999, page 3.*

**Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer:

7. Does the jurisdiction have, either by ordinance or policy, a process by which persons with disabilities can request reasonable accommodations (modifications or exceptions) to the jurisdiction's codes, rules, policies, practices, or services, necessary to afford persons with disabilities an equal opportunity to use or enjoy a dwelling? Yes ☐ No ☐

**Background**

The Joint Statement of the DOJ and HUD explains this issue as follows:

"As a general rule, the Fair Housing Act makes it unlawful to refuse to make 'reasonable accommodations' (modifications or exceptions) to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use or enjoy a dwelling.

"Even though a zoning ordinance imposes on group homes, the same restrictions it imposes on other groups of unrelated people, a local government may be required, in individual cases and when requested to do so, to grant a reasonable accommodation to a group home for persons with disabilities. For example, it may be a reasonable accommodation to waive a setback required so that a paved path of travel can be provided to residents who have mobility impairments. A similar waiver might not be required for a different type of group home where residents do not have difficulty negotiating steps and do not need a setback in order to have an equal opportunity to use and enjoy a dwelling.

"Where a local zoning scheme specifies procedures for seeking a departure from the general rule, courts have decided, and the DOJ and HUD agree that these procedures must ordinarily be followed. If no procedure is specified, persons with disabilities may, nevertheless, request a reasonable accommodation in some other way and a local government is obligated to grant it if it meets the criteria discussed above. A local government's failure to respond to a request for reasonable accommodation or an inordinate delay in responding could also violate the Act.

"Local governments are encouraged to provide mechanisms for requesting reasonable accommodations that operate promptly and efficiently, without imposing significant costs or delays. The local government should also make efforts to insure that the availability of such mechanisms is well known within the community."\*

\*Joint Statement of the DOJ and HUD, *Group Homes, Local Land Use, and the Fair Housing Act*, August 18, 1999, pages 4 and 5.

#### **Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer:

8. If the jurisdiction supplies or manages housing, is there a clear policy to allow disabled persons residing in or seeking to reside in the housing to make or request reasonable physical modifications or to request reasonable accommodations? Yes ☐ No ☐ N/A ☐

If 'Yes', is the policy communicated to applicants or residents?

Yes ☐ No ☐

#### **Explanation of Answer Given Above**

Please provide a brief description of the policy, its dissemination, and its process:

9. Does the jurisdiction require a public hearing for disabled persons seeking specific exceptions to zoning and land-use rules (variances) necessary for them to be able fully use and enjoy housing? Yes ☐ No ☐

If 'Yes', is the process the same as for other applications for variances, or does it impose added requirements?

#### **Background**

Persons with disabilities cannot be treated differently from non-disabled persons in the application, interpretation, and enforcement of a community's land use and zoning policies. In acting consistently with "affirmatively furthering fair housing," it is considered preferable to have a reasonable accommodation procedure intended to facilitate a disabled applicant's request for exceptions to zoning and land use rules that does not require a public hearing process. As previously explained in the joint statement by DOJ and HUD:

“Local governments are encouraged to provide mechanisms for requesting reasonable accommodations that operate promptly and efficiently without imposing significant costs or delays. The local government should also make efforts to insure that the availability of such mechanisms is well known within the community.”\*

\*Joint Statement of the DOJ and HUD, *Group Homes, Local Land Use, and the Fair Housing Act*, August 18, 1999, page 5.

#### **Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer, and an explanation of any differences for persons with disabilities:

- 10. Does the zoning code distinguish housing for persons with disabilities from other residential uses by requiring an application for a conditional use permit (CUP)?**      Yes ☐      No ☐

#### **Background**

See the Background section for questions 7 and 9 above.

#### **Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer and what aspects of use trigger the need for a permit:

- 11. Describe the development standards, if any, for the provision of disabled-accessible parking for multiple-family projects.**

- 12. Does the code contain any development standards or special provisions for making housing accessible to persons with disabilities?**    Yes ☐    No ☐

**Does it specifically reference the accessibility requirements contained in the Fair Housing Amendments Act of 1988?**    Yes ☐    No ☐

#### **Background**

Generally, under the Federal Fair Housing Amendments Act of 1988, both privately owned and publicly assisted single-story, multi-family housing units built for first occupancy on or after March 13, 1991– including both rental and for sale units – must meet the accessibility requirements when they are located in 1) buildings of four (4) or more dwellings if such buildings have one (1) or more elevators, or 2) are ground floor units in non-elevator buildings containing four or more units. These standards, encompassing seven basic provisions, are codified at Code of Federal Regulations Title 24, Part 100.205.

Additionally, under Section 504 of the Rehabilitation Act of 1973, it is unlawful to discriminate based on disability in federally assisted programs. This section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or be

subjected to discrimination on account of disability under any program or activity receiving Federal funding assistance. Section 504 also contains accessibility provisions for dwellings developed or substantially rehabilitated with Federal funds.

For the purposes of compliance with Section 504, "accessible" means ensuring that programs and activities, when viewed in their entirety, are accessible to and usable by individuals with disabilities. For housing purposes, the Section 504 regulations define an accessible dwelling unit as a unit that is located on an accessible route and can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in Code of Federal Regulations Title 24, Part 8.32 is accessible. In addition, the Section 504 regulations impose specific accessibility requirements for new construction and alteration of housing and non-housing facilities in HUD assisted programs. Section 8.32 of the regulations states that compliance with the appropriate technical criteria in the Uniform Federal Accessibility Standards (UFAS), or a standard that is equivalent to or stricter than the UFAS, is an acceptable means of meeting the technical accessibility requirements in Sections 8.21, 8.22, 8.23, and 8.25 of the Section 504 regulations. However, meeting Section 504 accessibility requirements does not exempt housing from other accessibility requirements that may be required under fair housing laws.

The following Section 504 requirements apply to all federally assisted newly constructed housing and to substantial rehabilitation of housing with 15 or more units:

- A minimum of 5% of total dwelling units (but not less than one (1) unit) accessible for individuals with mobility impairments;
- An additional 2% of dwelling units (but not less than one (1)) accessible for persons with hearing or vision impairments; and
- All units made adaptable that are on the ground level or can be reached by an elevator.

Fair housing laws do not impose a duty on local jurisdictions to include accessibility provisions in their codes, or to enforce the accessibility provisions of fair housing laws. However, the inclusions of accessibility standards and/or plan checking for accessibility compliance are significant ways that jurisdictions can affirmatively further fair housing choice for persons with disabilities.

#### **Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer and of the standards, if any:

**13. Does the jurisdiction conduct plan checking for accessibility compliance of covered multi-family new construction?**      Yes ☐      No ☐

#### **Background**

See the final paragraph of the Background section of question 12.

If 'Yes', please give a brief description of process and what items are checked.

- 14. Is there a zoning ordinance or other development policy that encourages or requires the inclusion of housing units affordable to low and/or moderate income households (so-called 'inclusionary housing')? Yes ☐ No ☐**

**Background**

An AI must be careful to not substitute or conflate housing affordability policy with policies intended to affirmatively further fair housing. While household income is not a characteristic addressed by fair housing laws, it is appropriate to recognize that a lack of affordable housing can have a disparate impact on housing choice, on the basis of characteristics protected by fair housing laws.

As demonstrated in the outcome in the recent court case of U.S. ex rel. Anti-Discrimination Center v. Westchester County, which involved failures to affirmatively further fair housing by Westchester County, New York, in appropriate circumstances the provision and situation of affordable housing can be an tool to address a lack of fair housing choice in highly segregated communities.

**Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer:

- 15. Does the zoning ordinance allow for mixed uses? Yes ☐ No ☐**

**If 'Yes', does the ordinance or other planning policy document consider the ability of mixed-use development to enhance housing affordability? Also, do development standards for mixed-uses take into consideration the challenges of providing housing accessible to persons with disabilities in such mixed uses?**

**Background**

The purpose of this inquiry relates to housing affordability and fair housing choice as discussed in the Background section of question 14. Also, housing for disabled persons in a mixed-use development that includes commercial and residential land uses in a multi-story building could be a challenge. In such a development, it is especially important to correctly interpret the CFR Title 24, Part 100.205 and CCR Title 24 accessibility requirements.

**Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer and a brief overview of the development standards:

- 16. Does the zoning ordinance provide for any of the following: 1) development incentives for the provision of affordable housing beyond those provided by state law; 2) development by right of affordable housing; or, 3) a zoning overlay to allow for affordable housing development? Yes ☐ No ☐**

**Background**

The purpose of this inquiry relates to housing affordability and fair housing choice as discussed in the Background section of the question 14.

**Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer and a brief overview of the development standards:

17. Does the zoning ordinance describe any areas in this jurisdiction as exclusive? Yes ☐ No ☐

Are there exclusions or discussions in the ordinance or any planning policy document of limiting housing on the basis of any of the following characteristics covered by fair housing laws? Yes ☐ No ☐

If 'Yes', check all of the following that apply:

Race ☐ Color ☐ Sex ☐ Religion ☐ Age ☐ Disability ☐  
Familial Status ☐ National Origin ☐

**Explanation of Answer Given Above**

Please provide a brief explanation of how you arrived at the answer:

18. Are there any standards for Senior Housing in the zoning ordinance? Yes ☐ No ☐

If 'Yes', do the standards comply with State or Federal law on housing for older persons (i.e., solely occupied by persons 62 years of age or older, or occupied by at least one (1) person 55 years of age, or other qualified permanent resident pursuant to Civil Code §51.3)? Yes ☐ No ☐

Is the location of Senior Housing treated differently than that other rental or for-sale housing? Yes ☐ No ☐

If 'Yes', explain.

**Background**

Under Federal law housing discrimination against families with children is permitted only in housing in which all the residents are 62 years of age or older or where at least 80% of the occupied units have one (1) person who is 55 years of age or older. Generally, California law states that a housing provider using the lower age limitation of 55 years must have at least 35 units to use the familial status discrimination exemption. Also, California law, with narrow exceptions, requires all residents to be "senior citizens" or "qualified permanent residents," pursuant to Civil Code §51.3.

The 1988 amendments to the Federal Fair Housing Act exempt "housing for older persons" from the prohibitions against familial discrimination. This means that housing communities and facilities that meet the criteria for the Federal Housing for Older

Persons Act (HOPA) may legally exclude families with children. Such housing is still bound by all other aspects of fair housing law (such as prohibition of discrimination based on race, national origin, or disability).

Section 3607(b)(2) defines "housing for older persons" as housing:

(A) provided under any State or Federal program that the Secretary determines is specifically designed and operated to assist elderly persons (as defined in the State or Federal program); or

(B) intended for, and solely occupied by, persons 62 years of age or older; or

(C) intended and operated for occupancy by persons 55 years of age or older and –

(i) at least 80% of the occupied units are occupied by at least one (1) person who is 55 years of age or older;

(ii) the housing facility or community publishes and adheres to policies and procedures that demonstrate the intent required under this subparagraph; and

(iii) the housing facility or community complies with rules issued by the Secretary for verification of occupancy, which shall –

(I) provide for verification by reliable surveys and affidavits; and

(II) include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of clause (ii). Such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.

Subsection (C) was changed by the HOPA to remove some of the uncertainties created by a provision in the 1988 Amendments that required the "existence of significant facilities and services specifically designed to meet the physical and social needs of older persons." The HOPA also provides for a good faith defense in an action for monetary damages under this subsection.

#### **Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer and a brief overview of the development standards, if any:

**19. Does the zoning code distinguish senior citizen housing from other residential uses by the application of a conditional use permit (CUP)?**

Yes ☐ No ☐



### **Background**

Senior housing is an important component of the community's housing stock. Demographic projections show that many communities will experience a growth in the elderly population. As a population ages, seniors need a variety of housing opportunities. Also, there is a higher prevalence of persons with disabilities within the senior population.

### **Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer and what aspects of use trigger the need for a permit:

**20. Does the zoning code or other planning policy document address housing for "special needs" populations? Yes ☐ No ☐**

### **Background**

Special needs populations typically are considered to be homeless people, victims of domestic violence, people with disabilities (including those recovering from substance abuse), youth in crisis, people living with HIV/AIDS and the frail elderly. Of these groups, homeless people, victims of domestic violence, people with disabilities, and people living with HIV/AIDS have direct fair housing implications. There is a high incidence of disability in the homeless population, domestic violence overwhelming impacts women; and people living with HIV/AIDS are considered disabled under fair housing laws. While age is not a characteristic protected under Federal fair housing law, it is covered under state law, and the higher incidence of disability in the frail elderly introduces possible fair housing implication for that population as well.

These populations often rely on group homes or service-enriched multi-family settings for housing opportunities. To the extent that zoning and other planning policy documents fail to provide for, or impose barriers to, these types of housing AI might exist.

As previously noted, according to the DOJ and HUD, the term 'group home' does not have a specific legal meaning. While it often implies a living situation for people with disabilities, it also applies to any group of unrelated persons, often sharing common characteristics, who live together in a dwelling. This broader use of the term encompasses 'special needs' individuals.

### **Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer and a brief explanation of 'special needs' provisions, if any:

**21. Does the zoning ordinance establish occupancy standards or maximum occupancy limits that are more restrictive than state law, which incorporates the Uniform Housing Code (UHC)? Yes ☐ No ☐**

## **Background**

Occupancy standards sometimes can impede housing choice for families with children or for disabled persons. For example, some jurisdiction's zoning regulations have attempted to limit occupancy to five (5) related persons occupying a single-family home, or to strictly establish an occupancy standard of no more than two (2) persons per bedroom. Such regulations can limit housing availability for some families with children, or prevent the development of housing for disabled persons.

The Federal Fair Housing Act also provides that nothing in the Act "limits the applicability of any reasonable local, State, or Federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling." [Section 807(b)(1)]

HUD implements section 589 of the Quality Housing and Work Responsibility Act (QHWRA) of 1988 by adopting as its policy on occupancy standards for purposes of enforcement actions under the Federal Fair Housing Act, the standards provided in the Memorandum of General Counsel Frank Keating to Regional Counsel dated March 20, 1991. The purpose of that Memorandum was "to articulate more fully the Department's position on reasonable occupancy policies and to describe the approach that the Department takes on its review of occupancy cases." The Memorandum states the following:

"Specifically, the Department believes that an occupancy policy of two (2) persons in a bedroom, as a general rule, is reasonable under the Fair Housing Act. [. . .] However, the reasonableness of any occupancy policy is rebuttable, and neither the February 21 [1991] Memorandum nor this Memorandum implies that Department will determine compliance with the Fair Housing Act based solely on the number of people permitted in each bedroom." *[emphasis added]*

The Memorandum goes on to reiterate statements taken from the final rule implementing the Fair Housing Amendments Act of 1988 as follows:

- "[T]here is nothing in the legislative history that indicates any intent on the part of Congress to provide for the development of a national occupancy code..."
- "Thus, the Department believes that in appropriate circumstances, owners and managers may develop and implement reasonable occupancy requirements based on factors such as the number and size of sleeping areas or bedrooms and the overall size of the dwelling unit. In this regard, it must be noted that, in connection with a complaint alleging discrimination on the basis of familial status, the Department will carefully examine any such nongovernmental restriction to determine whether it operates unreasonably to limit or exclude families with children."\*

\*HUD, Memorandum to All Regional Counsel from Frank Keating on the subject of *Fair Housing Enforcement Policy: Occupancy Cases, March 20, 1991*.

Essentially, HUD has established a starting point for assessing the reasonableness of occupancy restrictions, but has stated that the specific facts of each living situation must inform the final determination of reasonableness. While the above discussion relates to matters of discrimination affecting families with children, a similar analysis applies to standards that may limit housing choice for persons with disabilities.

**Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer and the standards, if any:

**22. Does the jurisdiction encourage or require affordable housing developments to give an admission preference to individuals already residing within the jurisdiction?**      Yes ☐      No ☐

**If 'Yes', is it a requirement?**      Yes ☐      No ☐

**Background**

This practice may have fair housing implications if the population of the jurisdiction lacks diversity or does not reflect the demographic makeup of the larger region in which it is located. There may be a barrier to fair housing choice, in that the policy can have a discriminatory effect on the basis of characteristics considered by fair housing laws.

For example if a jurisdiction already lacks housing suitable to people with mobility-related disabilities, the local population may have an under representation of such individuals, when compared to the population generally. Newly developed accessible housing that could meet the needs of such individuals, but which has a local resident admission preference, would be less likely to improve the ability of people with mobility-related disabilities to live in the jurisdiction. Likewise, a jurisdiction with an under representation of minority residents is likely to perpetuate that situation if a local resident admission preference is implemented for new affordable housing development.

**Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer:

**23. Does the jurisdiction have any redevelopment areas?**      Yes ☐      No ☐

**If 'Yes', does the jurisdiction analyze possible impacts on fair housing choice resulting from its redevelopment activities?**      Yes ☐      No ☐

**Background**

Redevelopment activities can result in the permanent displacement of residents. If the housing opportunities created by the redevelopment activity could result in a different demographic mix of residents, consideration needs to be given as to whether this difference represents an impediment, an enhancement, or is neutral with respect to fair housing choice.

**Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of the how you arrived at the answer:

**24. Does the zoning ordinance or other planning or policy document include a discussion of fair housing?    Yes ☐    No ☐**

**If 'Yes', how does the jurisdiction propose to further fair housing?**

**Background**

Affirmatively furthering fair housing is an important responsibility of local government. In order to receive certain Federal funds a jurisdiction must certify that it is taking actions to "AFFH". Although a jurisdiction may have numerous plans, policies, and standards, fair housing is rarely discussed in a zoning ordinance. Other documents of a jurisdiction may discuss the need to affirmatively further fair housing and the policies and actions that are in place to do so.

**Explanation of Answer Given Above**

In light of the background provided, please provide a brief explanation of how you arrived at the answer, a description of where AFFH discussions, if any, may be found, and a brief summary of how AFFH is accomplished:

# ATTACHMENT B

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**COST SHEET FOR  
ASSESSMENT OF FAIR HOUSING CONSULTING SERVICES**

The Proposer shall provide a cost to perform all services specified in Appendix B, Statement of Work in Section I Assessment of Fair Housing Consulting Services, except for Section 3.6 – Other Assessment of Fair Housing Consulting Services. The proposed costs shall include all equipment, supplies, labor, licenses, and all related expenses, including travel expenses. All traveling expenses shall be paid in accordance with Appendix E, Commission's Travel Policy, as applicable. In addition, the Proposer shall provide hourly rates for each type of personnel based in Section II, Other Assessment of Fair Housing Consulting Services that will be used on an as needed basis and not part of the Assessment of Fair Housing Consulting Services in Section I.

<b>SECTION I: ASSESSMENT OF FAIR HOUSING CONSULTING SERVICES</b>		
<b>Task No.</b>	<b>Description</b>	<b>Cost</b>
1.	Complete items 3.1-3.6 in accordance Appendix B, Statement of Work.	\$51,160
2.	Travel Expenses in accordance with, Appendix E, Commission's Travel Policy (6.4.0 Administrative Travel).	\$3,710
<b>TOTAL COST</b>		<b>\$54,870</b>

<b>SECTION II: OTHER ASSESSMENT OF FAIR HOUSING CONSULTING SERVICES</b>		
<b>Title</b>	<b>Description of Responsibilities</b>	<b>Hourly Rate<sup>1</sup></b>
Principal:	Expertise on all aspects of fair housing, development of fair housing assessments, the U.S. Department of Housing and Urban Development's (HUD) Affirmatively Furthering Fair Housing (AFFH) rule, and presenting fair housing assessments to governmental and non-governmental organizations.	\$ 245
Associate:	Concentration of knowledge with related components of fair housing practices and HUD fair housing regulations as they relate to the CDBG Program.	\$ 115
<b>TOTAL COST</b>		<b>\$ Not Known at this time</b>

<sup>1</sup>Hourly rate should be based on description of responsibilities, not title.

Western Economic Services, LLC

Organization Name

Robert M. Gaudin

Authorized Representative (Print)

[Signature]  
Authorized Representative (Signature)

Director of Research and Planning

Title

Date

5/21/16



The following represent the costs for the optional tasks:

<b>Core Project</b>	<b>\$54,870</b>
Option A - Disability and Access Work Group	\$8,855
Option B - Access to Opportunity Work Group	\$8,855
Option C - 2016 Fair Housing Survey	\$4,205
Option D - Access to Financial Services	\$4,530
Option E - Lack of CRA Investment	\$4,035
Option F - Housing Discrimination	\$4,400

The following represents costs for the additional research tasks:

**Public Sector**

1	Assess Housing Elements for compliance	\$2,245
2	Examine Standards that do not meeting the accessibility requirements of FHA	\$2,365
3	Investigate Article 34 of CA Constitution on public housing	\$2,245
4	Evaluate effectiveness of referral system for complaints	\$2,245
5	Review results and accomplishments of FHIP	In Options Above
6	Investigate patterns of racial distribution in individual housing projects	\$2,745
7	Examine the effect of rent controls and rental stabilization laws	\$4,490
8	Determine effect of local land use practices on siting of group homes	In Options Above

**Private Sector**

1	Housing Needs for people with disabilities, market forces restrict	In Options Above
2	Investigate lending practices	\$5,715
3	Investigate institutional practices in real estate community	\$2,950
4	Investigate insurance practices, redlining	\$1,580
5	Investigate homeowners association	\$2,240
6	Analysis of CRA compliance	In Options Above
7	Examine available research on lending/renting discrimination	\$620
8	Provide a summary of where families with children are segregated within the County	\$1,740
9	Conduct survey of landlords, residents and the real estate industry	In Options Above
10	Investigate testing and case studies	\$2,000
11	Examine the accessibility and affordability of rental housing for large families	\$1,610
12	Identify areas that are likely to have lots of discrimination complaints	\$2,740
13	Investigate incidence of racial hate crimes	In Options Above
14	Compare socioeconomic outcome for blacks Latinos	\$1,990
15	Examine available data on success on fair housing law clinics	\$1,000
16	Examine reluctance of renters to complain	\$1,000
17	Examine degree to which Asian immigrants are assimilating	\$1,000
18	Research if people are discriminated by religion	\$1,000
19	Study the impact of re-gentrification	\$1,000
		<b>\$44,520</b>



# **ATTACHMENT C**

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## ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder/Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder/Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder/Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Bidders/Proposers unable to meet this requirement shall not be considered for contract award.**

Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Bidder/Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by Commission/Housing Authority) \_\_\_\_\_ NO

B. Bidder/Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/GROW participants.

☒ YES \_\_\_\_\_ NO

C. Bidder/Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Bidder/Proposer Organization: Western Economic Services, LLC

Signature: 

Print Name: Robert M. Gaudin

Title: Director of Research and Planning

Date: 6/8/14

Tel.#: 503-239-9091

Fax #: 503-239-0236

**COMMUNITY DEVELOPMENT COMMISSION  
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

<b>Company Name:</b> Western Economic Services, LLC		
<b>Company Address:</b> 212 SE 18th Avenue		
<b>City:</b> Portland	<b>State:</b> Oregon	<b>Zip Code:</b> 97214
<b>Telephone Number:</b> 503-239-9091		
<b>Solicitation For (Type of Goods or Services):</b> Consulting		

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

**Part I: Jury Service Program Is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is . \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

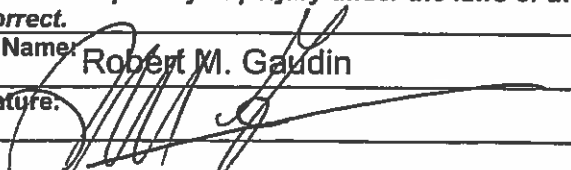
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II - Certification of Compliance**

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

<b>Print Name:</b> Robert M. Gaudin	<b>Title:</b> Director of Research and Planning
<b>Signature:</b> 	<b>Date:</b> 6/8/16

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Western Economic Services, LLC

Company Name

212 SE 18th Avenue, Portland, Oregon 97214

Address

93-0985241

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

### CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(✓) ( )

OR

YES NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( ) ( )

Signature

Date

Robert M. Gaudin, Director of Research and Planning

Name and Title (please type or print)

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM  
CERTIFICATION OF COMPLIANCE**

Company Name: Western Economic Services, LLC		
Company Address: 212 SE 18th Avenue		
City: Portland	State: Oregon	Zip Code: 97214
Telephone Number: 503-239-9091	Email address: rgaudin@westernes.com	
Solicitation/Contract For <u>Assessment of Fair Housing Consulting</u> Services:		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

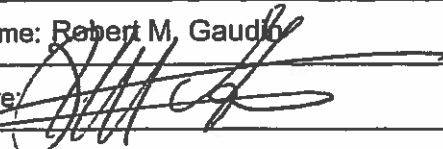
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:
- ☐ Mandated by federal or state law or a condition of federal or state program;
  - ☐ The purchase is made through a state or federal contract;
  - ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
  - ☐ Sole source provider with exclusive and proprietary rights to services or goods;
  - ☐ Emergency services provider for services or goods;
  - ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
  - ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Robert M. Gaudin	Title: Director of Research and Planning
Signature: 	Date: 5/31/16

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Western Economic Services, LLC

Vendor's Name

212 SE 18th Avenue, Portland, Oregon 97214

Address

93-0985241

Internal Revenue Service Employer Identification Number

### GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

### VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Robert M. Gaudin

Title: Director of Research and Planning

Signature: 

Date: 5/31/16

**FEDERAL LOBBYIST REQUIREMENTS  
CERTIFICATION**

Name of Firm: Western Economic Services, LLC Date: 5/31/16

Address: 212 SE 18th Avenue, Portland

State: Oregon Zip Code: 97214 Phone No. : 503-239-9091

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Robert M. Gaudin Title: Director of Research and Planning  
Signature: [Signature] Date: 5/31/16

# ATTACHMENT D

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## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

#### **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.



**COUNTY OF LOS ANGELES**  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**  
**(Los Angeles County Code 2.206)**

2.206.010 Findings and declarations.  
2.206.020 Definitions.  
2.206.030 Applicability.  
2.206.040 Required solicitation and contract language.  
2.206.050 Administration and compliance certification.  
2.206.060 Exclusions/Exemptions.  
2.206.070 Enforcement and remedies.  
2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2013)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

---

#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

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Notice 1015 (Rev. 12-2013)  
Cat. No. 205991

## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

---

**Vendor Name:** INSPECTION ENGINEERING CONSTR  
**Alias:** Inspection Engineering Construction  
**Debarment Start Date:** 6/13/2006 **Debarment End Date:** 6/12/2016  
**Principal Owners and/or Affiliates:** Jamal Deaifi

---

**Vendor Name:** RELIABLE BLDG MAINTENANCE INC.  
**Alias:**  
**Debarment Start Date:** 7/31/2012 **Debarment End Date:** 7/31/2022  
**Principal Owners and/or Affiliates:** NAM MIN CHO, SUNG OK CHO, and NORMAN CHO

---

**Vendor Name:** ARROWHEAD EMANCIPATION PROGRAM  
**Alias:**  
**Debarment Start Date:** 7/8/2008 **Debarment End Date:** 12/31/2069  
**Principal Owners and/or Affiliates:** Irma F. Reed Charlene Williams

---

**Vendor Name:** DAN KATANGIAN, AN INDIVIDUAL  
**Alias:**  
**Debarment Start Date:** 12/17/2013 **Debarment End Date:** 12/16/2018

---

**Vendor Name:** DIAMOND CONTRACT SERVICES, INC.  
**Alias:**  
**Debarment Start Date:** 1/13/2015 **Debarment End Date:** 1/12/2020  
**Principal Owners and/or Affiliates:** Steve Walton and Russell Richey

---

**Vendor Name:** JOHN KATANGIAN, AN INDIVIDUAL  
**Alias:**  
**Debarment Start Date:** 12/17/2013 **Debarment End Date:** 12/16/2018

---

**Vendor Name:** KEY DISPOSAL, INC.  
**Alias:**  
**Debarment Start Date:** 12/17/2013 **Debarment End Date:** 12/16/2018  
**Principal Owners and/or Affiliates:** John Katangian and Dan Katangian

---

**Vendor Name:** RUSSELL RICHEY, AN INDIVIDUAL  
**Alias:**  
**Debarment Start Date:** 1/13/2015 **Debarment End Date:** 1/12/2017

---

**Vendor Name:** SAEICO, INC.  
**Alias:**  
**Debarment Start Date:** 10/18/2011 **Debarment End Date:** 10/17/2016  
**Principal Owners and/or Affiliates:** Godwin Iwunze Sam Soho Nor

## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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**Vendor Name:** SAM SOHO NOR, AN INDIVIDUAL

**Alias:**

**Debarment Start Date:** 10/18/2011 **Debarment End Date:** 10/17/2019

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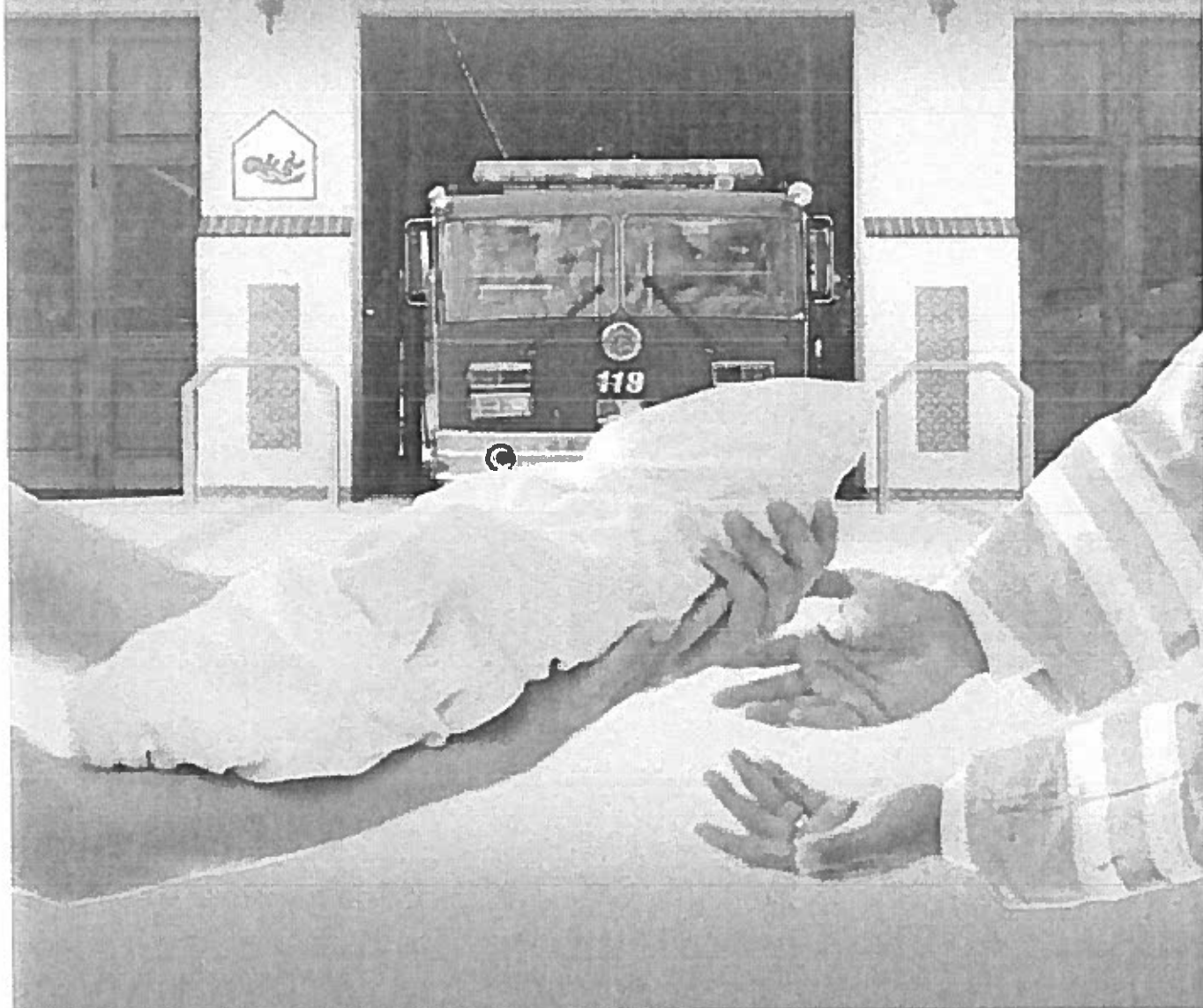
**Vendor Name:** STEVE WALTON, AN INDIVIDUAL

**Alias:**

**Debarment Start Date:** 1/13/2015 **Debarment End Date:** 1/12/2020

---

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafeia.org](http://www.babysafeia.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

**California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.**

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

[www.babysafela.org](http://www.babysafela.org)

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

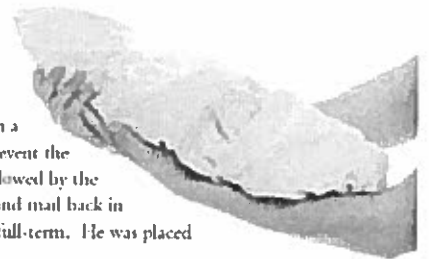
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

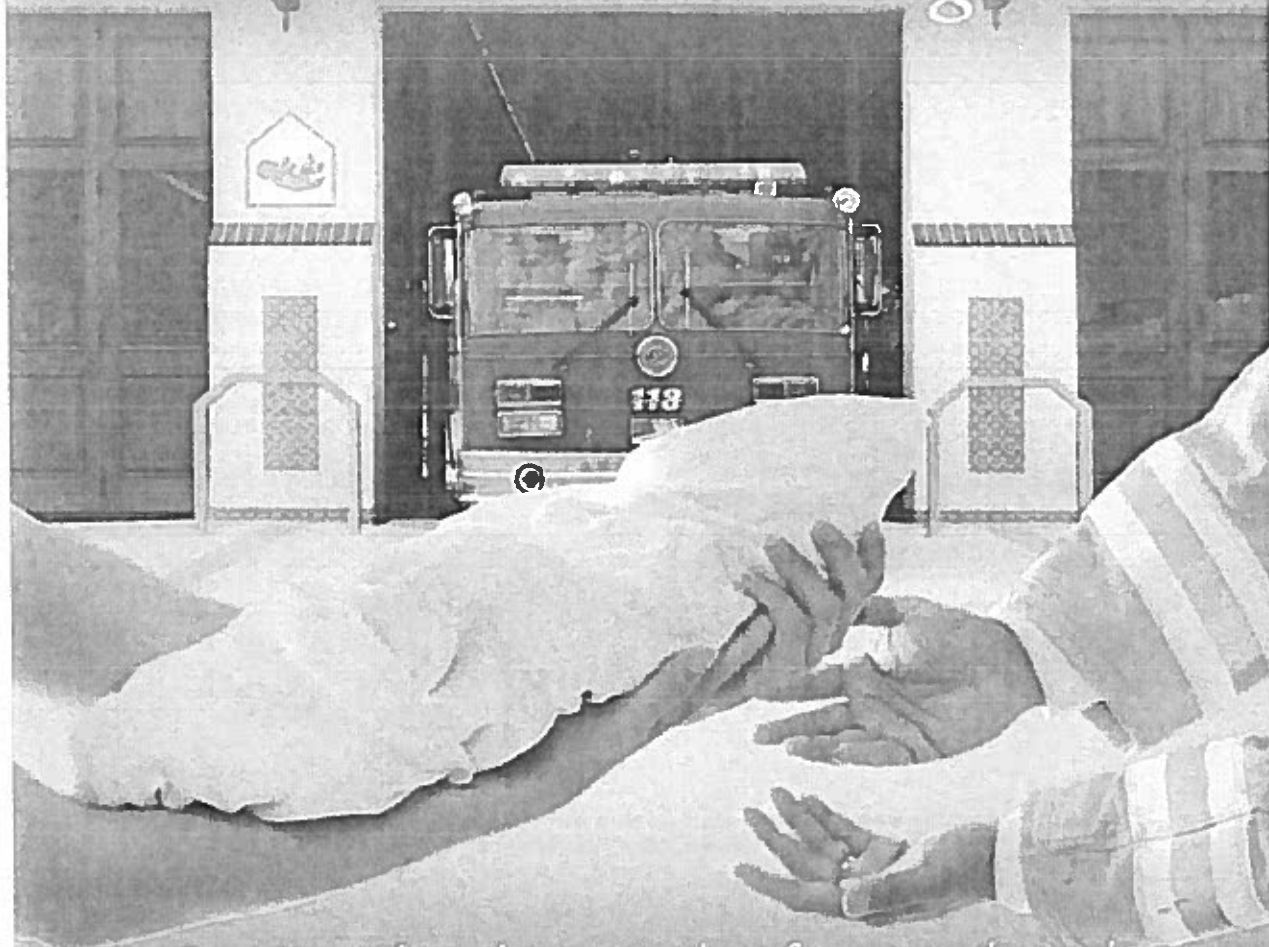
## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafea.org](http://www.babysafea.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafeia.org](http://www.babysafeia.org)

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

